

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

UNITED STATES OF AMERICA,  
STATE OF CALIFORNIA,  
ex rel. LINCOLN ANALYTICS, INC.

Plaintiffs,

vs.

JACK AZAD, and  
JACK AZAD, M.D., INC.,

Defendants.

Case No.: 2:22-cv-08437-SB (MAAx)

Honorable Stanley Blumenfeld, Jr.

STIPULATED PROTECTIVE ORDER

1     **1.     PURPOSES AND LIMITATIONS**

2             Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation may  
5     be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6     enter the following Stipulated Protective Order. The parties acknowledge that this  
7     Stipulated Protective Order does not confer blanket protections on all disclosures or  
8     responses to discovery and that the protection it affords from public disclosure and  
9     use extends only to the limited information or items that are entitled to confidential  
10    treatment under the applicable legal principles. The parties further acknowledge, as  
11    set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle  
12    them to file confidential information under seal; Local Rule 79-5 sets forth the  
13    procedures that must be followed and the standards that will be applied when a party  
14    seeks permission from the Court to file material under seal.

15    **2.     Good Cause Statement.**

16            This action is likely to involve personal information for which special  
17    protection from public disclosure and from use for any purpose other than  
18    prosecution of this action is warranted. Such personal information consists of,  
19    among other things, patient health information, financial information, phone  
20    numbers, home addresses, and other personal information that is protected from  
21    disclosure by statute or regulation. Accordingly, to expedite the flow of information,  
22    to facilitate the prompt resolution of disputes over confidentiality of discovery  
23    materials, to adequately protect information the parties are entitled to keep  
24    confidential, to ensure that the parties are permitted reasonable necessary uses of  
25    such material in preparation for and in the conduct of trial, to address their handling  
26    at the end of the litigation, and serve the ends of justice, a protective order for such  
27    information is justified in this matter. It is the intent of the parties that information  
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1 will not be designated as confidential for tactical reasons and that nothing be so  
2 designated without a good faith belief that it has been maintained in a confidential,  
3 non-public manner, and there is good cause why it should not be part of the public  
4 record of this case.

5 **3. DEFINITIONS**

6 3.1. Action: This pending lawsuit.

7 3.2. Challenging Party: A Party or Nonparty that challenges the designation  
8 of information or items under this Stipulated Protective Order.

9 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of  
10 how it is generated, stored or maintained) or tangible things that qualify for  
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
12 the Good Cause Statement.

13 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as  
14 their support staff).

15 3.5. Designating Party: A Party or Nonparty that designates information or  
16 items that it produces in disclosures or in responses to discovery  
17 “CONFIDENTIAL.”

18 3.6. Disclosure or Discovery Material: All items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that is produced or  
21 generated in disclosures or responses to discovery in this matter.

22 3.7. Expert: A person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
24 an expert witness or as a consultant in this Action.

25 3.8 In-House Counsel: Attorneys who are employees of a party to this  
26 Action. In-House Counsel does not include Outside Counsel of Record or any other  
27 outside counsel.  
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1           3.9. Nonparty: Any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           3.10. Outside Counsel of Record: Attorneys who are not employees of a party  
4 to this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm which  
6 has appeared on behalf of that party, and includes support staff.

7           3.11. Party: Any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, In-House Counsel, and Outside Counsel of  
9 Record (and their support staffs).

10          3.12. Producing Party: A Party or Nonparty that produces Disclosure or  
11 Discovery Material in this Action.

12          3.13. Professional Vendors: Persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          3.14. Protected Material: Any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          3.15. Receiving Party: A Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

20       **4. SCOPE**

21           The protections conferred by this Stipulated Protective Order cover not only  
22 Protected Material, but also (1) any information copied or extracted from Protected  
23 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
24 and (3) any testimony, conversations, or presentations by Parties or their Counsel  
25 that might reveal Protected Material.

26           Any use of Protected Material at trial shall be governed by the orders of the  
27 trial judge. This Stipulated Protective Order does not govern the use of Protected  
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1 Material at trial.

2 **5. DURATION**

3 Even after final disposition of this litigation, the confidentiality obligations  
4 imposed by this Stipulated Protective Order shall remain in effect until a Designating  
5 Party agrees otherwise in writing or a court order otherwise directs. Final disposition  
6 shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
7 Action, with or without prejudice; and (2) final judgment herein after the completion  
8 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
9 including the time limits for filing any motions or applications for extension of time  
10 pursuant to applicable law.

11 **6. TREATMENT OF PROTECTED HEALTH INFORMATION**

12 6.1. Satisfactory Assurances. Pursuant to the HIPAA Privacy Rule, a  
13 covered entity is permitted to disclose protected health information in the course of  
14 a judicial proceeding if certain “satisfactory assurances” are received. This  
15 Protective Order hereby provides any covered entity compelled to produce  
16 documents in this litigation with the requisite satisfactory assurances under HIPAA,  
17 provided that the protected health information is disclosed in accordance with the  
18 terms of this Protective Order. See 45 C.F.R. § 164.512(e)(1)(iv).

19 5.2 Prohibition on Other Uses. In accordance with the HIPAA Privacy  
20 Rule, this Protective Order allows for the disclosure and receipt of a patient’s  
21 protected health information, in the possession of a covered entity, for the limited  
22 purpose of this litigation, including at depositions, hearings, or other judicial  
23 proceedings in this litigation. In accordance with the HIPAA Privacy Rule, this  
24 Protective Order specifically prohibits the parties from using or disclosing the  
25 protected health information for any purpose other than this litigation. 45 C.F.R. §  
26 164.512(e)(1)(v)(A).

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1           5.3.   Destruction of Protected Health Information.

2           Also in accordance with the HIPAA Privacy Rule, the Protected Health  
3 Information (“PHI”) disclosed to any persons pursuant to this Protective Order,  
4 including all copies made, shall be destroyed at the conclusion of this litigation as  
5 provided herein. 45 C.F.R. § 164.512(e)(1)(v)(B).

6           5.4.   Disclosure Subject to State Law.

7           This Order also permits and authorizes the Parties to disclose individually  
8 identifying health, personal, and financial information of Nonparty patients during  
9 discovery in this case. The Court further finds that it is not possible to identify and  
10 contact all Nonparty patients whose names or other personal, identifying information  
11 may be produced and that removal or deletion of all such information is not practical  
12 or feasible. Therefore, the Court hereby authorizes and ORDERS, to the extent a  
13 court order is necessary under state law, that the Parties are permitted to disclose  
14 individually identifying health, personal, and financial information, records, and  
15 data regarding Nonparty patients during discovery in this case, including  
16 information otherwise privileged or confidential under state law, provided that such  
17 disclosure is made in accordance with the terms of this Protective Order.

18       **7.    DESIGNATING PROTECTED MATERIAL**

19           7.1.   Medical Records and Documents Containing PHI. The vast majority  
20 of documents likely to be produced in this case contain PHI and other personal  
21 information concerning third-party individuals. Given the sensitive nature of this  
22 information and third-party interests in maintaining its confidentiality, the Parties  
23 agree that medical records and documents containing PHI are presumptively  
24 CONFIDENTIAL, and shall be treated as such regardless of whether they have been  
25 so designated. These documents will be produced with the relevant PHI and personal  
26 information unredacted. (So long as all other potentially identifying information is  
27 removed, patient names may be referred to with initials.)  
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1           7.2. Exercise of Restraint and Care in Designating Material for Protection.

2           Each Party or Nonparty that designates information or items for protection  
3 under this Stipulated Protective Order must take care to limit any such designation  
4 to specific material that qualifies under the appropriate standards. The Designating  
5 Party must designate for protection only those parts of material, documents, items,  
6 or oral or written communications that qualify so that other portions of the material,  
7 documents, items, or communications for which protection is not warranted are not  
8 swept unjustifiably within the ambit of this Stipulated Protective Order.

9           Mass, indiscriminate, or routinized designations are prohibited. Designations  
10 that are shown to be clearly unjustified or that have been made for an improper  
11 purpose (e.g., to unnecessarily encumber the case development process or to impose  
12 unnecessary expenses and burdens on other parties) may expose the Designating  
13 Party to sanctions.

14           7.2. Manner and Timing of Designations.

15           Except as otherwise provided in this Stipulated Protective Order (see, e.g.,  
16 Section 7.1 and 7.2(a)), or as otherwise stipulated or ordered, Disclosure or  
17 Discovery Material that qualifies for protection under this Stipulated Protective  
18 Order must be clearly so designated before the material is disclosed or produced.

19           Designation in conformity with this Stipulated Protective Order requires the  
20 following:

21           (a) For information in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial or trial  
23 proceedings), that the Producing Party affix at a minimum, the legend  
24 “CONFIDENTIAL” to each Batch of Documents that contains protected material.  
25 If only a portion or portions of the material on a page qualifies for protection, the  
26 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
27 appropriate markings in the margins).  
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1 A Party or Nonparty that makes original documents available for inspection  
2 need not designate them for protection until after the inspecting Party has indicated  
3 which documents it would like copied and produced. During the inspection and  
4 before the designation, all of the material made available for inspection shall be  
5 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
6 documents it wants copied and produced, the Producing Party must determine which  
7 documents, or portions thereof, qualify for protection under this Stipulated  
8 Protective Order. Then, before producing the specified documents, the Producing  
9 Party must affix the legend "CONFIDENTIAL" to each page that contains Protected  
10 Material. If only a portion or portions of the material on a page qualifies for  
11 protection, the Producing Party also must clearly identify the protected portion(s)  
12 (e.g., by making appropriate markings in the margins).

13 (b) For testimony given in depositions, that the Designating Party identify  
14 the Disclosure or Discovery Material on the record, before the close of the  
15 deposition, all protected testimony.

16 (c) For information produced in nondocumentary form, and for any other  
17 tangible items, that the Producing Party affix in a prominent place on the exterior of  
18 the container or containers in which the information is stored the legend  
19 "CONFIDENTIAL." If only a portion or portions of the information warrants  
20 protection, the Producing Party, to the extent practicable, shall identify the protected  
21 portion(s).

### 22 7.3. Inadvertent Failure to Designate.

23 If timely corrected, an inadvertent failure to designate qualified information  
24 or items does not, standing alone, waive the Designating Party's right to secure  
25 protection under this Stipulated Protective Order for such material. Upon timely  
26 correction of a designation, the Receiving Party must make reasonable efforts to  
27 assure that the material is treated in accordance with the provisions of this Stipulated  
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1 Protective Order.

2 7.4. Failure to Designate Certain Protected Material.

3 Documents or testimony containing Protected Material because they contain  
4 Protected Health Information, or because they contain confidential and/or sensitive  
5 private information protected from disclosure under federal law, Article I of the  
6 California Constitution, the California Consumer Privacy Act and the California  
7 Privacy Rights Act, that were not designated Protected Material may be designated  
8 as “CONFIDENTIAL” at any time.

9 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 8.1. Timing of Challenges.

11 Any Party or Nonparty may challenge a designation of confidentiality at any  
12 time that is consistent with the Court’s Scheduling Order.

13 8.2. Meet and Confer.

14 The Challenging Party shall initiate the dispute resolution process, which shall  
15 comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s  
16 Procedures (“Mandatory Telephonic Conference for Discovery Disputes”).<sup>1</sup>

17 8.3. Burden of Persuasion.

18 The burden of persuasion in any such challenge proceeding shall be on the  
19 Designating Party. Frivolous challenges, and those made for an improper purpose  
20 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
21 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
22 or withdrawn the confidentiality designation, all parties shall continue to afford the  
23 material in question the level of protection to which it is entitled under the Producing  
24 Party’s designation until the Court rules on the challenge.

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<sup>1</sup> Judge Audero’s Procedures are available at  
27 <https://www.cacd.uscourts.gov/honorable-maria-audero>.  
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1     **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

2         9.1. Basic Principles.

3         A Receiving Party may use Protected Material that is disclosed or produced  
4         by another Party or by a Nonparty in connection with this Action only for  
5         prosecuting, defending, or attempting to settle this Action. Such Protected Material  
6         may be disclosed only to the categories of persons and under the conditions  
7         described in this Stipulated Protective Order. When the Action reaches a final  
8         disposition, a Receiving Party must comply with the provisions of Section 14 below.

9         Protected Material must be stored and maintained by a Receiving Party at a  
10        location and in a secure manner that ensures that access is limited to the persons  
11        authorized under this Stipulated Protective Order.

12        9.2. Disclosure of “CONFIDENTIAL” Information or Items.

13        Unless otherwise ordered by the Court or permitted in writing by the  
14        Designating Party, a Receiving Party may disclose any information or item  
15        designated “CONFIDENTIAL” only to:

16           (a) The Receiving Party’s Outside Counsel of Record, as well as  
17           employees of said Outside Counsel of Record to whom it is reasonably necessary to  
18           disclose the information for this Action;

19           (b) The officers, directors, and employees (including In-House Counsel) of  
20           the Receiving Party to whom disclosure is reasonably necessary for this Action;

21           (c) Experts of the Receiving Party to whom disclosure is reasonably  
22           necessary for this Action and who have signed the “Acknowledgment and  
23           Agreement to Be Bound” (Exhibit A);

24           (d) The Court and its personnel;

25           (e) Court reporters and their staff;

26           (f) Professional jury or trial consultants, mock jurors, and Professional  
27           Vendors to whom disclosure is reasonably necessary or this Action and who have  
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1 signed the “Acknowledgment and Agreement to be Bound” (Exhibit A);

2 (g) The author or recipient of a document containing the information or a  
3 custodian or other person who otherwise possessed or knew the information;

4 (h) During their depositions, witnesses, and attorneys for witnesses, in the  
5 Action to whom disclosure is reasonably necessary provided: (i) the deposing party  
6 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
7 (Exhibit A); and (ii) the witness will not be permitted to keep any confidential  
8 information unless they sign the “Acknowledgment and Agreement to Be Bound,”  
9 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of  
10 transcribed deposition testimony or exhibits to depositions that reveal Protected  
11 Material may be separately bound by the court reporter and may not be disclosed to  
12 anyone except as permitted under this Stipulated Protective Order; and

13 (i) Any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15 9.3. Use of Confidential Health Information in Depositions.

16 Parties may show deponents designated confidential documents. However,  
17 efforts should first be made, if practicable, to conceal the identity of the subject of  
18 the record by coding the documents to substitute a numerical or other designation  
19 for the patient’s name or other identifying information. The Parties may, within 30  
20 business days after receiving a deposition transcript, designate pages of the transcript  
21 (and exhibits thereto) as confidential. Confidential information within the deposition  
22 transcript may be designated by underlining the portions of the pages that are  
23 confidential and marking such pages with the following legend: “CONFIDENTIAL  
24 INFORMATION – SUBJECT TO PROTECTIVE ORDER.” Until expiration of the  
25 30-day period, the entire deposition will be treated as subject to protection against  
26 disclosure under this Protective Order. If no Party designates confidential  
27 information in a deposition in accordance with this Protective Order, then none of  
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1 the transcript or its exhibits will be treated as confidential; if such a timely  
2 designation is made, the confidential portions and exhibits shall be filed under seal  
3 separate from the portions and exhibits not so marked. If, more than 30 business  
4 days after receiving a deposition, a Party discovers that the deposition transcript or  
5 any exhibit thereto contains Protected Health Information or confidential and/or  
6 sensitive private information protected from disclosure under federal law, Article I  
7 of the California Constitution, the California Consumer Protection Act and the  
8 California Privacy Rights Act, the Party shall designate the relevant pages of the  
9 transcript (and/or exhibits thereto) as "CONFIDENTIAL," and the Parties shall  
10 thereafter treat the material in the same manner as if it had been designated  
11 "CONFIDENTIAL" within 30 business days. If any such information has been  
12 disclosed, the Parties shall take all reasonable steps to remove any such information  
13 from the public record.

14 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
15 **PRODUCED IN OTHER LITIGATION**

16 If a Party is served with a subpoena or a court order issued in other litigation  
17 that compels disclosure of any information or items designated in this Action as  
18 "CONFIDENTIAL," that Party must:

19 (a) Promptly notify in writing the Designating Party. Such notification  
20 shall include a copy of the subpoena or court order;

21 (b) Promptly notify in writing the party who caused the subpoena or order  
22 to issue in the other litigation that some or all of the material covered by the subpoena  
23 or order is subject to this Stipulated Protective Order. Such notification shall include  
24 a copy of this Stipulated Protective Order; and

25 (c) Cooperate with respect to all reasonable procedures sought to be  
26 pursued by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with  
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1 the subpoena or court order shall not produce any information designated in this  
2 action as “CONFIDENTIAL” before a determination by the Court from which the  
3 subpoena or order issued, unless the Party has obtained the Designating Party’s  
4 permission. The Designating Party shall bear the burden and expense of seeking  
5 protection in that court of its confidential material and nothing in these provisions  
6 should be construed as authorizing or encouraging a Receiving Party in this Action  
7 to disobey a lawful directive from another court.

8 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
9 **PRODUCED IN THIS LITIGATION**

10 11.1. Application.

11 The terms of this Stipulated Protective Order are applicable to information  
12 produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such  
13 information produced by Nonparties in connection with this litigation is protected  
14 by the remedies and relief provided by this Stipulated Protective Order. Nothing in  
15 these provisions should be construed as prohibiting a Nonparty from seeking  
16 additional protections.

17 11.2. Notification.

18 In the event that a Party is required, by a valid discovery request, to produce  
19 a Nonparty’s confidential information in its possession, and the Party is subject to  
20 an agreement with the Nonparty not to produce the Nonparty’s confidential  
21 information, then the Party shall:

22 (a) Promptly notify in writing the Requesting Party and the Nonparty that  
23 some or all of the information requested is subject to a confidentiality agreement  
24 with a Nonparty;

25 (b) Promptly provide the Nonparty with a copy of the Stipulated Protective  
26 Order in this Action, the relevant discovery request(s), and a reasonably specific  
27 description of the information requested; and  
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1 (c) Make the information requested available for inspection by the  
2 Nonparty, if requested.

3 11.3. Conditions of Production.

4 If the Nonparty fails to seek a protective order from this Court within fourteen  
5 (14) days after receiving the notice and accompanying information, the Receiving  
6 Party may produce the Nonparty's confidential information responsive to the  
7 discovery request. If the Nonparty timely seeks a protective order, the Receiving  
8 Party shall not produce any information in its possession or control that is subject to  
9 the confidentiality agreement with the Nonparty before a determination by the Court.  
10 Absent a court order to the contrary, the Nonparty shall bear the burden and expense  
11 of seeking protection in this Court of its Protected Material.

12 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
14 Protected Material to any person or in any circumstance not authorized under this  
15 Stipulated Protective Order, the Receiving Party immediately must (1) notify in  
16 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts  
17 to retrieve all unauthorized copies of the Protected Material, (3) inform the person  
18 or persons to whom unauthorized disclosures were made of all the terms of this  
19 Stipulated Protective Order, and (4) request such person or persons to execute the  
20 "Acknowledgment and Agreement to be Bound" (Exhibit A).

21 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
22 **OTHERWISE PROTECTED MATERIAL**

23 When a Producing Party gives notice to Receiving Parties that certain  
24 inadvertently produced material is subject to a claim of privilege or other protection,  
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
27 may be established in an e-discovery order that provides for production without prior  
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1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
2 parties reach an agreement on the effect of disclosure of a communication or  
3 information covered by the attorney-client privilege or work product protection, the  
4 parties may incorporate their agreement in the Stipulated Protective Order submitted  
5 to the Court.

6 **14. MISCELLANEOUS**

7 14.1. Right to Further Relief.

8 Nothing in this Stipulated Protective Order abridges the right of any person to  
9 seek its modification by the Court in the future.

10 14.2. Right to Assert Other Objections.

11 By stipulating to the entry of this Stipulated Protective Order, no Party waives  
12 any right it otherwise would have to object to disclosing or producing any  
13 information or item on any ground not addressed in this Stipulated Protective Order.  
14 Similarly, no Party waives any right to object on any ground to use in evidence of  
15 any of the material covered by this Stipulated Protective Order.

16 14.3. Filing Protected Material.

17 A Party that seeks to file under seal any Protected Material must comply with  
18 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
19 order authorizing the sealing of the specific Protected Material at issue. If a Party's  
20 request to file Protected Material under seal is denied by the Court, then the  
21 Receiving Party may file the information in the public record unless otherwise  
22 instructed by the Court.

23 **15. FINAL DISPOSITION**

24 After the final disposition of this Action, within sixty (60) days of a written  
25 request by the Designating Party, each Receiving Party must return all Protected  
26 Material to the Producing Party or destroy such material. As used in this subdivision,  
27 “all Protected Material” includes all copies, abstracts, compilations, summaries, and  
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any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel is entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Stipulated Protective Order as set forth in Section 5.

**16. VIOLATION**

Any violation of this Stipulated Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated March 12, 2024

Stephen Chahn Lee  
*Attorney for Plaintiff-Relator*  
*Lincoln Analytics, Inc.*


Dated March 12, 2024

Eugene "Chip" Matthews  
*Attorney for Defendants Jack Azad and*  
*Jack Azad, M.D., Inc.*



**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated March 15, 2024

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Maria A. Audero  
United States Magistrate Judge

**EXHIBIT A**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *United States and the State of California ex rel. Lincoln Analytics, Inc. v. Jack Azad and Jack Azad, M.D., Inc.*, 2:22-CV-08437-SB(MAAx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

City and State When Sworn and Signed: \_\_\_\_\_